

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

UNITED STATES OF AMERICA	:	
PLAINTIFF	:	CASE NO. C-1-01-767
	:	
V.	:	
	:	
REAL PROPERTY KNOWN AND	:	JUDGE SPIEGEL
NUMBERED 1625 AUGUSTA BOULEVARD,	:	
UNIT 172, FAIRFIELD, BUTLER COUNTY,	:	
OHIO, WITH ALL APPURTENANCES,	:	
IMPROVEMENTS, AND ATTACHMENTS	:	
THEREON	:	
DEFENDANT	:	
	:	

**SETTLEMENT AGREEMENT**

The Plaintiff United States of America ("the United States") and the Claimant Estate of Mark Daniel Steward ("the Estate") (collectively "the Parties"), wish to avoid further litigation and to resolve to their mutual satisfaction their claims to the following property which has been sued by the United States in civil judicial forfeiture action C-1-01-767 ("the defendant real property"):

1625 Augusta Boulevard, Unit 172, Fairfield, Ohio 45014, with all appurtenances, improvements, and attachments thereon, which is more fully described as follows:

Situate in the County of Butler, State of Ohio, City of Fairfield, and being Unit 172 of ROLLING MEADOWS CONDOMINIUMS, Phase XVI and being Registered Land Certificate 3200 in the Recorder's Office of Butler County, Ohio.

The above unit is subject to the Declaration of Condominium Ownership for ROLLING MEADOWS CONDOMINIUMS, Phase XVI and XVII recorded in Volume 1681 at page 84 in the Recorder's Office of Butler County, Ohio, and being recorded in Envelope 1868, A, B, C, & D of the Plat Records of Butler County, Ohio.

Prior Deed Reference: Volume 6058, Page 2138

In order to avoid further litigation and to resolve to their mutual satisfaction their claims, the Parties agree that it is in the best interest of the Parties for the defendant real property to be sold.

In order to accomplish the Parties' mutual goals, the Parties agree as follows.

1. Charlotte Penwell, as Administrator of the Estate, shall, as soon as can reasonably be accomplished, sell the defendant real property by any commercially feasible means, making best efforts to obtain the maximum selling price for the defendant real property. Before Charlotte Penwell accepts any offer to purchase the defendant real property, she shall inform the United States of the amount of the offer to purchase the defendant real property and of the estimated deductions from the sale price such as taxes, condo fees, realtor commission, and the like, and request that the United States agree to the sale of the defendant real property. Charlotte Penwell shall not accept any offer to purchase the defendant real property without the agreement of the United States, and the United States shall not unreasonably withhold its agreement.

2. At the closing of the sale of the defendant real property, the closing agent shall distribute the funds from the buyer ("gross sale proceeds") in the following manner:

- (a) the closing agent shall deduct from the gross sale proceeds, subject to approval by the United States, all of the expenses of the sale and other expenses attributable to the defendant real property, to arrive at the net sale proceeds for the defendant real property;
- (b) the closing agent shall disburse fifty percent of the net sale proceeds to the United States; and

(c) the closing agent shall disburse the remaining fifty percent of the net sale proceeds to the Estate.

3. The Parties agree to substitute the United States' fifty percent share of the net sale proceeds in lieu of the defendant real property in this civil forfeiture action ("the substitute defendant").

4. The Estate makes no claim of ownership to the substitute defendant and the Estate agrees to and does not contest the forfeiture to the United States of the substitute defendant and the Estate will sign and agrees to the entry of a Judgment of Forfeiture against the substitute defendant in this case.

5. The Estate further consents to the forfeiture to the United States of any gift cards or certificates seized from Mark Daniel Steward at the defendant real property or at any other location by the United States Secret Service and/or Internal Revenue Service, and the Estate waives any right to notice it may have regarding any forthcoming administrative or judicial forfeiture of the gift cards or certificates to the United States.

6. The United States will not seek the forfeiture of the Estate's fifty percent of the net sale proceeds from the defendant real property.

7. The Parties agree that there was probable cause for the forfeiture action against the defendant real property pursuant to 18 U.S.C. § 981(a)(1)(A) and/or 18 U.S.C. § 981(a)(1)(C), that the United States and any state or local agencies had reasonable cause to pursue the forfeiture of the defendant real property, and that the Estate did not substantially prevail in the forfeiture action against the defendant real property.

8. The Estate and Charlotte Penwell agree to release and hold harmless the United

States and its agencies and any state or local agencies, their agents, servants, employees, and officers acting in their individual or official capacities, from any and all claims, demands, causes of action or suits, of whatever kind and description, and wheresoever situated, that might exist or may arise as a result of the settlement or forfeiture of the cash in lieu of the defendant real property.

9. It is understood and expressly agreed that nothing contained herein shall be construed as an admission of any wrongdoing or criminal activity on the part of the Estate or the Estate's decedent, Mark Daniel Steward, or his heirs, successors or assigns, but said Settlement Agreement is entered into to avoid further litigation.

10. Each party shall bear its own attorney fees and related costs associated with this Agreement.

GREGORY G. LOCKHART  
United States Attorney

4/22/03  
Date

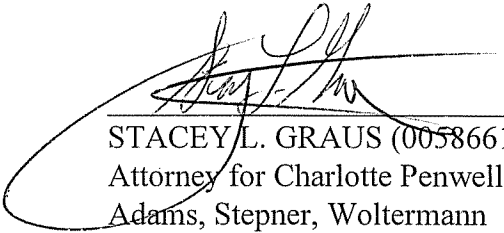
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4-28-03  
Date

Charlotte Penwell  
CHARLOTTE PENWELL  
Administrator of the Estate

4-28-03

Date



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